

# KTC Online Course Library Terms and Conditions

## Terms of Use

Katt Training and Consulting, LLC (KTC) is an environmental, health and safety training and consulting company that serves customers across the United States. KTC offers a variety of on-site and online training, as well as computer based training courses. KTC makes this Online Course Library ("Portal"), available to you conditioned upon your acceptance, without modification, of the following terms of use and conditions. By checking the box labeled "I agree" and clicking the "Submit" button, you accept, without modification, these terms and conditions. Acceptance constitutes acceptance and acknowledgement of the terms of use, conditions and restrictions of the subscription agreement herein.

PLEASE READ THESE TERMS AND CONDITIONS OF USE (THE "TERMS") CAREFULLY, AS THEY GOVERN YOUR USE OF THE PORTAL AND YOUR LEGAL RIGHTS AND OBLIGATIONS. IF YOU DO NOT AGREE TO BE BOUND BY ALL OF THE TERMS, DO NOT CHECK THE BOX LABELED "I AGREE," CLICK THE "SUBMIT" BUTTON, OR USE THE PORTAL.

## Modifications to these Terms

We may make changes to these Terms from time to time in our sole discretion, by updating and posting the revised Terms on this Portal, and specifying the effective date of the new version of the Terms. Your use of the Portal following the posting of a new version of the Terms constitutes your acceptance of any such changes. Accordingly, when you visit this Portal you should periodically check to see if a new version of these Terms has been posted.

## Accuracy of Information You Provide

You will use the Portal only with your User ID and password and you will not impersonate any person or entity, or falsely state or otherwise misrepresent your identity or any information you submit to the Portal. You agree to provide true, accurate, current, and complete information about yourself, and, as permitted, to maintain and update it continuously and promptly to keep it true, accurate, current and complete.

## Password Obligations

You agree to accept responsibility for all activities that occur under your User ID and Password. You are responsible for maintaining the confidentiality of your Password, and for restricting access to your computer so that others may not access the Portal in your name and under your User ID and Password. You agree to immediately notify us of any unauthorized use of your User ID or Password or any other breach of security. We shall not be liable for any loss or damage arising from your negligence or failure to comply with any of the foregoing obligations.

## Links to Other Sites

The Portal may provide links to other web sites and/or resources (including advertisements) that we do not maintain or are not under our control ("Third Party Web Sites"). Your dealings with such Third Party Web Sites are solely between you and such third parties. We are not responsible for, and we make no representations or warranties with respect to, the content, products, services, personal information practices, ownership, or legality of any such linked Third Party Web Site unless expressly stated by us. Your use of such Third Party Web Sites is subject to the terms and conditions established by such third parties, and we encourage you to review their user terms and privacy policies before you use their services. Your access to and use of such Third Party Web Sites is solely at your own risk, and you agree that we will not be responsible or liable for any loss or damage of any sort that you may suffer as the result of your dealings with such Third Party Web Sites.

## Site Availability

KTC does not guarantee uninterrupted or error-free operation of this site or any portion thereof and will use reasonable efforts to maintain its operation and availability.

## License to use website

Unless otherwise stated, KTC and/or its implementation and technical and operational support organizations own the intellectual property rights in the website and material on the website. Subject to the license below, all these intellectual property rights are reserved. You may view, download for caching purposes only, and print pages from the website for your own personal use, subject to the restrictions set out below and elsewhere in these terms and conditions. You must not:

- republish material from this website (including republication on another website);
- sell, rent or sub-license material from the website;
- show any material from the website in public;
- reproduce, duplicate, copy or otherwise exploit material on this website for a commercial purpose;
- edit or otherwise modify any material on the website; or
- redistribute material from this website [except for content specifically and expressly made available for redistribution].
- Where content is specifically made available for redistribution, it may only be redistributed [within your organization].

## Acceptable use

You must not use this website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity. You must not use this website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software. You must

not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to this website without KTC's express written consent. You must not use this website to transmit or send unsolicited commercial communications. You must not use this website for any purposes related to marketing without KTC's express written consent.

#### **Restricted access**

Access to certain areas of this website is restricted. KTC reserves the right to restrict access to areas of this website, or indeed this entire website, at KTC discretion. If KTC provides you with a user ID and password to enable you to access restricted areas of this website or other content or services, you must ensure that the user ID and password are kept confidential. KTC may disable your user ID and password at KTC's sole discretion without notice or explanation.

#### **User content**

In these terms and conditions, "your user content" means material (including without limitation text, images, audio material, video material and audiovisual material) that you submit to this website, for whatever purpose. You grant to KTC a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, adapt, publish, translate and distribute your user content in any existing or future media. You also grant to KTC the right to sub-license these rights. Your user content must not be illegal or unlawful, must not infringe any third party's legal rights, and must not be capable of giving

rise to legal action whether against you or KTC or a third party (in each case under any applicable law). You must not submit any user content to the website that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint. KTC reserves the right to edit or remove any material submitted to this website, or stored on KTC's servers, or hosted or published upon this website. Notwithstanding KTC's rights under these terms and conditions in relation to user content, KTC does not undertake to monitor the submission such content to, or the publication of such content on, this website.

#### **No warranties**

This website is provided "as is" without any representations or warranties, express or implied. KTC makes no representations or warranties in relation to this website or the information and materials provided on this website. Without prejudice to the generality of the foregoing paragraph, KTC does not warrant that:

- this website will be constantly available, or available at all; or
- the information on this website is complete, true, accurate or non-misleading.

Nothing on this website constitutes, or is meant to constitute, advice of any kind. [If you require advice in relation to any [legal, financial or technical] matter you should consult an appropriate professional.]

#### **Limitations of liability**

KTC will not be liable to you (whether under the law of contract, the law of torts or otherwise) in relation to the contents of, or use of, or otherwise in connection with, this website:

- to the extent that the website is provided free-of-charge, for any direct loss;
- for any indirect, special or consequential loss; or
- for any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or
- goodwill, or loss or corruption of information or data.

These limitations of liability apply even if KTC has been expressly advised of the potential loss.

#### **Exceptions**

Nothing in this website disclaimer will exclude or limit any warranty implied by law that it would be unlawful to exclude or limit; and nothing in this website disclaimer will exclude or limit KTC's liability in respect of any:

- death or personal injury caused by KTC's negligence;
- fraud or fraudulent misrepresentation on the part of KTC; or
- matter which it would be illegal or unlawful for KTC to exclude or limit, or to attempt or purport to exclude or limit, its liability.

#### **Reasonableness**

By using this website, you agree that the exclusions and limitations of liability set out in this website disclaimer are reasonable. If you do not think they are reasonable, you must not use this website.

#### **Other parties**

You accept that, as a limited liability entity, KTC has an interest in limiting the personal liability of its officers and employees. You agree that you will not bring any claim personally against KTC's officers, subcontractors, or employees in respect of any losses you suffer in connection with the website. Without prejudice to the foregoing paragraph, you agree that the limitations of warranties and liability set out in this website disclaimer will protect KTC's officers, employees, agents, subsidiaries, successors, contractors, assigns and sub-contractors as well as KTC organizations.

#### **Unenforceable provisions**

If any provision of this website disclaimer is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of this website disclaimer.

#### **Indemnity**

You hereby indemnify KTC and undertake to keep KTC indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by KTC to a third party in settlement of a claim or dispute on the advice of KTC's legal advisers) incurred or suffered by KTC arising out of any breach by you of any provision of these terms and conditions, or arising out of any claim that you have breached any provision of these terms and conditions. Without prejudice to KTC's other rights under these terms and conditions, if you breach these terms and conditions in any way, KTC may take such action as KTC deems appropriate to deal with the breach, including suspending your access to the website, prohibiting you from accessing the website, blocking computers using your IP address from accessing the website, contacting your internet service provider to request that they block your access to the website and/or bringing court proceedings against you.

#### **Variation**

KTC may revise these terms and conditions from time-to-time. Revised terms and conditions will apply to the use of this website from the date of the publication of the revised terms and conditions on this website. Please check this page regularly to ensure you are familiar with the current version.

#### **Assignment**

KTC may transfer, sub-contract or otherwise deal with KTC's rights and/or obligations under these terms and conditions without notifying you or obtaining your consent. You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms and conditions.

#### **Severability**

If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

#### **Entire agreement**

These terms and conditions constitute the entire agreement between you and KTC in relation to your use of this website, and supersede all previous agreements in respect of your use of this website.

#### **Law and jurisdiction**

These terms and conditions will be governed by and construed in accordance with U.S. law, and any disputes relating to these terms and conditions will be subject to the non-exclusive jurisdiction of the courts of the United States.

#### **Privacy and your personal information**

You agree with the fact that KTC collects personal information when you became a Member or otherwise voluntarily provide such information. You agree with the fact that KTC servers may automatically record information when you visit our website or use some of our products, including the URL, IP address, browser type and language, and the date and time of your request. You agree with the fact that we may use personal information to provide the services you've requested. You agree with the fact that we may also use personal information for auditing, research and analysis to operate and improve KTC Services. You agree with the fact that we may share aggregated non-personal information with third parties outside of KTC. You agree with the fact that we may also share information with third parties in limited circumstances, including when complying with legal process, preventing fraud or imminent harm, and ensuring the security of our network and website.

#### **DISCLAIMER OF WARRANTIES**

KTC make no express warranties or representations as to the quality and/or accuracy of the Content, the Websites or the Services, and we expressly disclaim any implied warranties, conditions and/or representations, including but not limited to implied warranties of merchantability, fitness for a particular purpose, or non-infringement, to the full extent permissible under applicable law. We offer the Content, the Websites and the Services on an "as is" basis and do not accept responsibility for any use of or reliance on the Websites, Content, or Services, or for any disruptions to or delay in the Services. In addition, we do not make any representations as to the accuracy, comprehensiveness, completeness, quality, currency, error-free nature, compatibility, security or fitness for purpose of the Websites, Content or Services. KTC does not guarantee the adequacy of the Services or Websites or compatibility thereof to your computer equipment, mobile devices, or environment and does not warrant that the Websites, the Services, their servers, or any emails which may be sent from KTC are free of viruses or any other harmful components. To the fullest extent permissible under applicable law, we limit our liability. In particular, we shall not be liable for any damages that we cause unintentionally and we shall not be liable to you for any actual, incidental, indirect or consequential loss or damage howsoever caused, provided that nothing in this Agreement will be interpreted so as to limit or exclude any liability which may not be excluded or limited by law. For example, we shall not be liable to you for any of the following types of damages, whether in contract, tort (including negligence and strict liability) or otherwise (whether such loss or damage was foreseeable, known or otherwise): (i) loss of revenue; (ii) loss of actual or anticipated profits; (iii) loss of the use of money; (iv) loss of anticipated savings; or (v) loss or corruption of, or damage to, data, systems or programs. Because some states/jurisdictions do not allow exclusions as broad as those stated above or limitations of liability for consequential or incidental damages, the above limitations may, in whole or in part, not apply to you. If you are dissatisfied with any portion of the Websites or the Services, or with any clause of

these terms, as your sole and exclusive remedy you may discontinue using the Websites and the Services. Although we will not be liable for your losses caused by any unauthorized use of your account, you may be liable to others as well as to us if your account is used in violation of the terms and conditions of this Agreement. You agree to defend, indemnify and hold harmless KTC, its affiliates, officers, directors, employees, contractors, and agents from and against any and all claims, damages, obligations, losses, liabilities, costs or expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Websites and Services; (ii) your violation of any term of this Agreement; (iii) your violation

of any third-party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that your User Provided Content caused damage to a third party. This defense and indemnification obligation will survive this Agreement and your use of the Websites and Services. Websites of third parties are subject to terms and conditions different from those applicable to the Websites and it is your responsibility to ensure that you have read and understood them. KTC makes no warranty concerning, is not responsible for and does not endorse any third party provided goods or services, and you agree that any recourse for dissatisfaction or problems with those goods or services will be sought from the third party provider and not from KTC.

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